

Ret: WISDOT
 4802 Sheboygan Ave.
 Madison S3791-8714

REGISTER'S OFFICE
 Pierce Co., Wis.
 RECORDED AT 8:00 A.M.
 ON Sept. 15, 1994
 Vol. 304 Rec. Page 48-52
Annex L. Olson
 REGISTER OF DEEDS
 18.00 cl

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.), a Delaware corporation, whose address for purposes of this instrument is 3300 Continental Plaza, 777 Main Street, Fort Worth, TX 76102-5384, Grantor, for One Thousand and no/100 Dollars (\$1,000.00) to it paid by STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION, Division of Highways and Transportation Services, Grantee, and the promises of the Grantee hereinafter specified, does hereby remise, release and quitclaim unto the Grantee, subject to the terms and conditions hereinafter set forth, an EASEMENT for construction and maintenance of turning lanes, curb and gutter sections at intersection of South 35 and Wabash Street, hereinafter called roadway, over, upon and across the following described premises, situated in Pierce County, State of Wisconsin, to-wit:

Two (2) triangular portions of Burlington Northern Railroad Company's 100.0 foot wide right-of-way located in Government Lot 1 of Section 9, Township 24 North, Range 17 West, 4th P.M., Pierce County, Wisconsin, and being more particularly shown cross hatched on Exhibit "A" attached hereto and by this reference made a part hereof.

RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, maintain, use, operate, relocate, reconstruct and renew such tracks and facilities as it may at any time, and from time to time, desire within the limits of the land hereinbefore described, including the right and privilege to use said land for any and all purposes, not inconsistent with the use thereof for roadway purposes.

ALSO RESERVING, however, unto the Grantor, its successors and assigns, the right to construct, place, operate, maintain, alter, repair, replace, renew, improve and remove communication lines above, below and on the surface of the premises, including, without limitation, transmission by conduit, fiber optics, cable, wire or other means, of electricity, voice data, video, digitized information, or other materials or information, including the right of ingress and egress in any such manner as does not unreasonably interfere with Grantee's use of the premises for said roadway, and further reserving unto Grantor, its successors and assigns, all right and privilege of ingress and egress to said premises as Grantor, its successors and assigns may require to investigate and remediate environmental contamination and hazards.

The foregoing easement is made subject to and upon the following express conditions:

1. To existing interests in the above-described premises to whomsoever belonging and of whatsoever nature and any and all extensions and renewals thereof, including but not limited to underground pipeline or lines, or any type of wire line or lines, if any.

(7181-07-50) 034-06-00¹

Parcel 1

2. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of said roadway shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing.

3. The Grantee shall bear the cost of removal, relocation or reconstruction of any and all right of way fences, telephone or telegraph poles, or other facilities, the removal, relocation or reconstruction of which may be made necessary by reason of the use of said premises for said roadway purposes

4. The Grantee shall, at its own cost and expense, make adjustment with industries or other lessees of Grantor for buildings or improvements that may have to be relocated, reconstructed or destroyed by reason of the construction and maintenance of said roadway on said premises.

5. This instrument is granted in accordance with the terms and conditions of that certain Letter Agreement between the Grantor and the Grantee dated September 29, 1993 and made subject to the terms and conditions contained therein

6. If said described premises, or any part thereof, shall at any time cease to be used by said Grantee, or by the public, for the purpose, as aforesaid, or should they be converted to any other use whatsoever, then and in any such event, all the right, title, interest, benefits and enjoyment of said Grantee, or of the public, in and to said premises, for any purpose whatsoever, shall immediately cease and the said Grantor, its successors and assigns, may, at its or their option, re-enter, retake and hold said described lands and premises as of the present estate of said Grantor without compensation to said Grantee, the public, or any other person whomsoever, for improvements or property removed, taken or destroyed, or liability for loss of, or damage to any premises or the improvements thereon abutting on said easement area or any part thereof.

7. The Grantee or its contractor(s) shall telephone Grantor's Communication Network Control Center at (800) 533-2891 (a 24 hour number) to determine if fiber optic cable is buried anywhere on the premises; and if so, the Grantee or its contractor(s) will contact the Telecommunications Company(ies) involved, and make arrangements with the Telecommunications Company(ies) for protection of the fiber optic cable prior to beginning any work on the premises.

8. The Grantor does not warrant its title to said premises nor undertake to defend the Grantee in the peaceable possession, use or enjoyment thereof; and the grant herein made is subject to all outstanding rights or interest of others, including the tenants and licensees of the Grantor.

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging to Grantee for public use and enjoyment for the purposes aforesaid and for no other purpose whatsoever subject to the terms and conditions hereinbefore stated.

IN WITNESS WHEREOF, the said BURLINGTON NORTHERN RAILROAD COMPANY has caused this instrument to be signed by its authorized officers, and the corporate seal affixed on the 4th day of August, 1994

ACCEPTED:

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

BURLINGTON NORTHERN
RAILROAD COMPANY

BY

Title

BY

D. P. Schneider, Director
Title Services & Field Support

BY

Title

ATTEST:

BY

Victoria H. Vasquez
Assistant Secretary

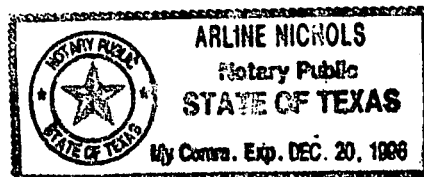
BN 10812 - Bay City, WI

STATE OF TEXAS)
COUNTY OF TARRANT) ss.

On this 4th day of August, 1994, before me personally came D. P. Schneider, Director, Title Services & Field Support, and Victoria H. Vasquez, Assistant Secretary, of the above named corporation, Burlington Northern Railroad Company, who are to me known to be such Director, Title Services & Field Support and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers and as the free act and deed of said corporation by its authority.

Arline Nichols
Notary Public.

My commission expires December 20, 1996



This instrument was drafted by:
Burlington Northern Railroad Company
Title Services & Field Support
3300 Continental Plaza
777 Main Street
Fort Worth, Texas 76102

BN 10812 - Bay City, WI

APPROVED LEGAL	<i>[Signature]</i>
APPROVED FORM	<i>[Signature]</i>
APPROVED	<i>[Signature]</i>

Lot 4 Blk 33

Lot 5 Blk 32

397

WABASH AVE.

PARCEL No.1 - 250 SF

25'

60'

10'

BN R/W

20'

10'

PARCEL No.2 - 50 SF

20400

BN MAIN
TRACK

To Minneapolis

To La Crosse

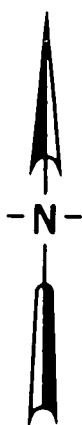
100'

STATE OF WISCONSIN
Department of State } ss.Received this 1st day of
March A. D. 1995 at 8o'clock A M. and recorded in Vol.
58 of RRMon page 393-397
Dwight L. Follmer

BN R/W



60'

WABASH AVE.



20400

EXHIBIT "A"

 BURLINGTON NORTHERN RAILROAD COMPANY	
 INDICATES EASEMENT AREA CONTAINING 300 SF	
GRANTEE Wisconsin Dept. of Transportation	
CITY BAY CITY	
CO. PIERCE	ST. WISCONSIN
SCALE 1" = 20'	DATE 6.13.94
CORRIDOR NORTHERN	DIVISION LA CROSSE
DWG. NO. A-94-868	DRAWN BY CK